

CLAUSE I-19 – CHANGES - COST REIMBURSEMENT ALTERNATE V (August 2002)

- (a) The Subcontracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:
 - (1) Drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of inspection, delivery or acceptance.
- (b) If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this subcontract, whether or not changed by the order, or otherwise affects any other terms and conditions of this subcontract, the Subcontracting Officer shall make an equitable adjustment in the: (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the subcontract accordingly.
- (c) The Subcontractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Subcontracting Officer decides that the facts justify it, the Subcontracting Officer may receive and act upon a proposal submitted before final payment of the subcontract.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Subcontractor from proceeding with the subcontract as changed.
- (e) Notwithstanding the terms and conditions of Paragraphs (a) and (b) above, the estimated cost of this subcontract and, if this subcontract is incrementally funded, the funds allotted for the performance of this subcontract, shall not be increased or considered to be increased except by specific written modification of the subcontract indicating the new subcontract estimated cost and, if this subcontract is incrementally funded, the new amount allotted to the subcontract. Until this modification is made, the Subcontractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this subcontract.